

F

74

L4H42

*Opposite
Graneland,*

A

LETTER

TO THE

Inhabitants of Andover and North Andover.

BY

N. W. HAZEN.

BOSTON:

FETRIDGE AND COMPANY,
100 WASHINGTON STREET.

1856.





Class _____

Book _____

of the writer

A

L E T T E R

TO THE

Inhabitants of Andover and North Andover.

BY

N. W. HAZEN.
II

BOSTON:

FETRIDGE AND COMPANY,
100 WASHINGTON STREET.

1856.

C A M B R I D G E :
A L L E N A N D F A R N H A M , P R I N T E R S .

L E T T E R .

FELLOW-CITIZENS : —

I trust that you will find in this letter sufficient apology for its appearance. It is a defence, which if it could not be made, I should be unworthy the kindness for which I am so much indebted to so many of you. It is demanded by justice to you, and to my friends, wherever they may be. It is strange indeed that such an occasion for appealing to you should have arisen. It is very painful to me to be compelled for such purposes to obtrude any matters personal to me on your notice. So far as may be in my power, the subject shall now be disposed of in such a manner that it shall never again come into discussion.

It is now more than ten years since it was charged upon me that I had bought land for myself, after I had been engaged by the projectors of the Essex Company to purchase the same land for them. The accusation was thus vague and indefinite. I owned but two parcels to which it could apply, and as it was used to compel me to sell what may be known as the Shawsheen

House estate, it was assumed that was the property in relation to which the alleged offence had been committed.

Those of you who are of sufficient age will remember that in the winter of 1844-'45 several persons were engaged in buying the lands, now embraced in the limits of Lawrence, and that the name of Samuel Lawrencee was associated with this business. He and John Nesmith were apparently its principals. It was however the connection of Mr. Lawrence with it, that mainly gave countenance and plausibility to the enterprise said to be projected. He was understood to be almost daily in the prosecution of its objects; he was one of the four corporators named in the charter of the Essex Company: the city built on the land then obtained by him and his associates has received his family name. I do not know that he is, or ever has been, an officer or agent of this corporation; but such was his share in its inception and formation, and such has been his intimacy and connection with those who have had the conduct of its affairs, that no one will doubt that he is able to state truly its acts, and that his conduct, in relation to the same subjects, may be taken to represent justly its policy and motives.

The project of "a new city" commenced under such auspices, attracted the attention of the whole country. The story of the lawyer who had been guilty of a breach of trust towards its distinguished projectors, found its way into every part of the community. I

knew much less of this at the time than I have since discovered. Within the past year I have more than once been painfully surprised to find there were some whom my vindication had not reached. And what is yet worse, that the imputation is still used to prejudice my character and interests.

It is now proposed to state to you a true and full account of my share in those transactions, and of the course which then and since that time has been pursued towards me by some of those who were then, or have since become, interested in them.

The deed of Mr. Samuel Poor, of the Shawsheen House estate, is dated December 14, 1844, and was acknowledged December 20 of the same month. I think that the date of the deed is the date of the contract of sale. The cause of the difference in these dates will hereafter appear. Within a few days after this deed had been taken, Mr. Saunders, the well-known agent and associate of the projectors, did come to engage me to aid in the purchase of lands, saying, that he was authorized by Lawrence and Nesmith to promise me, that if I would take hold with them, I should come in as an original purchaser; that when the purchases should be completed, the proposed company incorporated and organized, and the lands conveyed to it, I should share in the bonus that was expected to be paid to those who had secured the lands. Nothing was said of my giving up any land or rights then in my possession or control. Under this engagement I labored

with diligence and effect, securing the title to lands vital to the enterprise, and which I think could not have been otherwise obtained on reasonable terms. The fact that I was so employed so near to the time when I bought land within the limits of the territory sought to be purchased by my employers, gave plausibility to the slander that was put in circulation.

At the same time with the origin of this accusation, and coming apparently from the same quarters where that had arisen, it was asserted that unless my land could be obtained, "the new city" would be commenced on the opposite bank of the river. The effect of this would be to fix the population and business far as possible from my premises. You also had an interest in the threatened movement, for it would carry them away from you, and place the river and the toll-bridge between you and that portion of the territory soon to be thickly inhabited. It would subject you to personal disadvantages, and withhold from you and your estates material benefits. If it could be shown that it was one of your own townsmen, who had wrought this mischief upon you by insisting to retain property which he had wrongfully obtained, he would be justly odious and justly condemned.

Three persons, each possessing an uncommon capacity for bluster, and too well known to you to require a more special designation, passed through much of our town, invading your houses and shops, entering the public places, and filling your ears with the most

extravagant statements of the immense losses which my conduct was about to bring upon the town. It is matter of great pride and satisfaction to me that the effect these efforts produced on you was so small.

In the midst of all this, about June 25, 1845, I was notified by one of these three persons to meet Mr. Storrow, then and now treasurer and agent of the Essex Company, at the Eagle Hotel, which as you know is little more than across the street from my office, on the subject of my land. I supposed at the time, that the meeting was appointed at the tavern to give it publicity and invest it with a certain air of parade. On meeting Mr. Storrow at the time and place notified, he at once, without prelude, gave me formal notice that unless the Essex Company obtained my land the city would be commenced on the northern bank of the river. Instead of adopting this threat, made under the circumstances, as a proper basis of negotiation for a contract of sale, I availed myself of the opportunity to give him notice that if such was the disposition of the Essex Company I should not allow them to flow out the mill on the land late of Mr. Barnard. Mr. Storrow in no way intimated that I had obtained the land unfairly. Such was the part performed by Mr. Storrow in this stage of this business.

The clamor which had been attempted to be raised coming more to my knowledge, and the slander of my treachery having found its way into the newspapers, I caused the following to be published:—

TO THE PUBLIC.

The necessity which compels this appeal is deeply regretted; but there seems to be no alternative left between it and the success of unwearied efforts to injure the character of the subscriber. These attempts have their origin and stimulus in the declarations and pretences of the Essex Company.

That corporation has purchased about 2,000 acres of land, situated in about equal portions on both banks of the Merrimac, in the towns of Andover and Methuen. They seek in addition, it is admitted for the purpose of speculation only, about 30 acres of land lying in Andover, in which land the subscriber has an interest.

It has been affirmed, on behalf of the company, that it has been their wish and desire to locate the city which they propose to found, upon the southern bank in Andover, but that the ownership of this parcel of land has decided them to erect it upon the northern bank.

In connection with these pretences and declarations, it has been asserted that at the time when the conveyance under which it is now held was made, the subscriber had been retained to aid in the purchase of these very lands, including that in question. This assertion is utterly false. This parcel of land had been subject to a mortgage to its present proprietors about thirteen years; an entry had been made to foreclose the mortgage, which then embraced this and one other parcel of land.

In December last a proposal was made to the mortgagor by me to release to him one piece of the land, and for him to convey the equity of redemption of the other. This I did to settle a mortgage of long standing, and to secure an interest

in property which was then increasing in value. The proposal, by my consent, was communicated to Mr. Saunders, who was employed in making the purchases, together with an offer to sell to him the same parcel which was to be conveyed to me under my proposal.

After some days' deliberation, in which time, as I have been informed, he consulted his associates, Messrs. Lawrence and Nesmith, Mr. Saunders declined to buy it on the terms proposed. After the offer of it had been thus rejected, the deed under which it is now held was executed. Immediately after this, and, as there is evidence tending very strongly to prove, in consequence of this transaction, Mr. Saunders requested me to aid in the purchase of land. It is due to him to say that I have never heard that he has stated that there was any thing unfair or improper on my part in obtaining this conveyance; on the contrary, I have heard that he has very recently declared that there was not,— yet if the assertion was true, he alone could make it, for by him alone I was engaged.

I saw none of the associates for the purchase of these lands except Mr. Saunders, in relation to that business, and was not introduced to Messrs. Lawrence and Nesmith until I had ceased to act in their behalf.

I have sought in vain for a responsible author of this base slander, obviously invented and repeated for the doubly base purpose of impairing at once the rights of property and of reputation.

I have heard that in one instance a gentleman of Boston, represented to be highly respectable, and affirming himself to be a member of the corporation, has made the statement. But he, as well as the ignorant and interested, the parasites and dependants of the company, who have made or repeated

the falsehood, have chosen their audience so judiciously that their names, with those of the midnight incendiaries of the season, remain unknown, safe in concealment from the retribution of the law. Until they can be discovered, those who suffer from their depredations should receive the sympathy and support of all who respect the rights of property, reputation, and person, which form the basis of society.

N. W. HAZEN.

Andover, August 5, 1845.

The above was printed in the *Boston Post*, and I think was inserted also in the *Courier*, *Advertiser*, and *Times* of this city; in the *Lowell Journal*, and in the Salem and Haverhill newspapers. It was contained in the *Post* of August 6, 1845, and was printed very conspicuously in the paper of that date. It could hardly escape the notice of any reader. I have not copies of the other papers in which the statement appeared, with my signature, at or about the same date. It may be safely affirmed that the publication was far greater, than is ordinarily required in legal proceedings to raise the presumption of notice. It is quite certain that the persons, or some of them who then had the conduct of the affairs of the Essex Company had knowledge of the contents of this public statement from reading it in some of the journals where it was printed.

Yet it is not known to me that any reply was ever made. I was left therefore to suppose, and did suppose, that the accusations against me were sufficiently refuted. It had been thus directly denied. You ob-

serve that I did not rest, as I had a right to do, on a bare denial of the charge, but had accompanied this denial with an explanation of the facts. I had asserted that my verbal contract for the purchase of the estate (the Shawsheen House) had been, with my consent, communicated to Mr. Lawrence and his associates, with an offer to sell it to them on the same terms on which, if they did not accept them, it would be conveyed to me; that they declined to buy it on those terms, and that afterwards it was conveyed to me. This accounts for the difference between the date of the deed and the date of its acknowledgment. I asserted further, that it was in consequence of this sale and conveyance to me, and of course after they had taken place, that I was employed at all in the purchase of any of these lands on behalf of others.

At the date of this printed statement, and for sometime afterwards, I continued to suppose that the accusation against me related to the Shawsheen House estate. That it related to this estate is, I think, still the general impression. Those who do not know how I have been exonerated, and how little ground there ever was for charging me with a breach of trust, still suppose that my possession of this estate was wrongfully obtained.

But I was afterwards given to understand my guilt was incurred in the purchase of the Barnard farm. Not many words are necessary to explain what took place in reference to this subject. To those who are

not acquainted with all these premises, it may be as well to state that this place is situate about half a mile above Andover bridge, and forms part of the western boundary of the land of the Essex Company. The other estate is a square lot, and forms the south-eastern corner made by the turnpike and the road leading easterly by the Shawsheen House to North Andover, and is surrounded by land belonging to the Essex Company.

The late Benjamin Merrill, Esq., of Salem, held the legal title of that one half of the farm which formerly belonged to D. Barnard, deceased, and had given to the late T. Barnard a bond for a deed of the same on the payment of the sum of \$1,050 and interest. Some time in 1843, or early in 1844 Mr. T. Barnard assigned this bond to me to secure the payment of money loaned to him to enable him to build the dam and mill on the premises. On February 7, 1845, Mr. Merrill was paid \$979.18 for a deed of the premises, and his bond discharged. At some time, probably after the money had been paid to Mr. Merrill and the deed taken from him, Mr. Saunders desired to have a conditional deed, such as were used in this business, of these premises made to himself, Nesmith, and Lawrence in order to secure the title to "the original purchasers." I reminded him that he had been authorized to promise me that I should be one of the original purchasers, so that it was already in their control and might well remain as it was; that I doubted not such would be the course of

Mr. Lawrence or Mr. Nesmith in such case, and I thought they would approve my keeping the control of this title as security for the performance of the promise made to me on my engagement. Nothing was said by Mr. Saunders about advancing the money paid to Mr. Merrill or securing to me the payment of the debt of Mr. Barnard. I thought that he assented to the propriety of these suggestions. The subject of this title was never again named to me by him, or by any other person on behalf of the projectors or of the Essex Company. Nor was any thing further ever said to me about being an original purchaser. Mr. T. Barnard made a deed to the projectors of the other half of the same farm, forming also a part of the western line of the land of the Essex Company; but they did not convey it to this corporation, and it fell again into his hands, by the non-performance of the condition in his deed. Upon the transfer of the lands bought by the original purchasers, the Essex Company paid to Lawrence, Nesmith, Saunders, Stevens, and others, the sum of \$30,000 as a bonus or profit. A strong presumption arises that it was concluded to allow me to retain the Barnard farm; to exclude me from a share in those profits, and then to force from me the other estate by the means afterwards put in practice.

That there was for some reason a special policy at some time devised, and afterwards pursued towards me is rendered quite certain by the fact that our worthy townsman, Mr. Moses Foster, then owned and still owns

a tract quite as desirable and necessary to the uses of the Essex Company as any owned by me; yet I never heard their inability to buy it given as a reason for any change in the location of Lawrence. Why, then, was this odium sought to be thrown on one rather than on another?

I never attended any meeting of the original purchasers, and, as you have already learned from the statement made in 1845, "I was not introduced to Lawrence and Nesmith, until after I had ceased to act in their behalf." It has been asserted that I attended before a committee of the Legislature to aid in obtaining the charter of the Essex Company, and acted generally in behalf of this project. These statements are wholly untrue. While I was in this business I never had an interview with any of my employers except Mr. Saunders, and was never requested to aid in any thing but negotiations for land. I never was in their councils, and knew no more of their plans than was known to the public.

If any thing further is necessary to avoid all possible cevil on the subject of the Barnard farm, it must be enough to state, that on April 5, 1845, this estate was offered for sale to Mr. Samuel Lawrence by a person who called on him for that purpose. Without any inquiry as to price or terms, Mr. Lawrence replied at once, "We don't want a foot of the Barnard land." No person on behalf of the Essex Company has ever expressed a wish to buy this property.

Mark, now, what was the condition of these affairs: I had made a defence as to one estate, and had said nothing as to the other. If it could be shown that any guilt attached to me in the one omitted, how should I have been overwhelmed with shame and the public contempt by its exposure, added to the folly and baseness of having attempted to mislead the public by setting up a defence where I knew there should be no charge, and saying nothing of the other in which I knew the guilt was involved. Why did not the Essex Company avail themselves of this? Plainly because it would not bear a charge, and because the attempt would, as you see, expose the conduct of some associated in it.

If I had been anywhere false to my trust, it was inevitable that those I had betrayed could prove it. But in the face of this public denial and defence, my accusers were silent. Whoever they were, they kept in the concealment they had always preserved. They shrunk from presenting their case to the public scrutiny. They chose for that time to let their accusation fail. No man charged with an offence could go further to establish his innocence. I had a right to say that my vindication was complete; that my accusers knew it; that their silence confessed it.

But I had not stopped with defence, I had become an accuser. The published statement did substantially charge the persons having the control of the affairs of the Essex Company with being in a conspiracy to ex-

tort from me property for less than its value. It was said that the assaults upon my character had their origin and stimulus in the pretences and declarations of the Essex Company, that they sought my land for the purposes of speculation, and that these slanders were fabricated and circulated to lead to its attainment. Is it not strange that honorable men should have quietly submitted to stand before the community in such a position? . Neither exacting justice of me, if I had first betrayed, and then slandered them, or making me restitution if it was under any error or mistake that they had pursued such a line of conduct towards me. All the allegations of fact contained in the statement of 1845 were left to stand uncontradicted. Nobody on behalf of the Essex Company has ever intimated to me that there was any mistake or error, and the sequel will show there probably was not any. The slanders against me, the assertions about the location of the city; the clamors of the three men of bluster, were probably all matters of careful and deliberate calculation. Nothing but the fear of an exposure of some such a state of things, and of the persons who participated in it, or a belief that they were above the influence of public opinion, could have constrained to silent submission the men who stood conspicuous in the conduct of the affairs of the Essex Company, under the imputations of the statement published in August, 1845. They knew indeed how weak was any individual against their combined power; they could wait

for time and opportunity: we shall see how they have availed themselves of these.

Upon all this evidence I have a right to say that Samuel Lawrencee and some at least of his associates in this business knew that I had done no wrong to the Essex Company or its projectors; that I had committed no treachery towards either of them; that any action of the Essex Company founded on any such pretence would be founded upon a false pretence, and if any error or delusion existed on this subject it was in his power to remove it. Truth, justice, and all your, and all the public interests to be hurt by placing the city on the north bank of the river called upon him to remove any wrong notion existing upon this subject.

No attempt to buy the land was made by the Essex Company until slander and clamor had time to produce their effect. The result produced by their operation was simply a resolution not to sell the property to them except on such fair offer, made by them, as would show that nothing had been abated from the price by terror or calumny. No such offer, or any thing like it, was ever made. I affirm that the use of such means to get the property was the reason why it was not sold to them even on the terms offered.

Passing for the present over an interval of nine years, I proceed to show by whom and how this charge of treachery has been revived, the revenge or retaliation then threatened, and now executed in the location of the city, has been avowed, and how in other respects

the same spirit and temper, now it is to be feared, degenerated into mere malice, have been exhibited and indulged. It is to be hoped that this is a new principle in the conduct of corporations. It cannot but be deemed a dangerous one, and can never be necessary to their protection or to their proper management. It never could be the purpose of the Legislature to create in corporations a race of beings, like the creations of a strange fiction, invested with passions, but to whom it can impart neither moral consciousness nor moral responsibility, and turn them loose among the people, with more than the power of giants, to destroy that equality which is the great end of all our political institutions. No power of the law can with certainty protect the individual property or character, or indeed any private rights against mischiefs which may be inflicted by the influence of such a corporation as the Essex Company actuated by malevolence.

You are aware that Mr. Samuel Lawrence is the leading petitioner for the project becoming somewhat famous as "the air line road." On Friday, September 15, 1854, he made an argument before the county commissioners on behalf of that petition. One of our townsmen, who was present, informed me the next day, that Mr. Lawrence in his remarks alluded to my conduct in the transactions of 1845. The same day I addressed to him a note of which the following is a copy:—

Andover, September 16, 1854.

S. LAWRENCE, Esq.,

Dear Sir,— I am informed that in your address to the county commissioners at the North Parish yesterday, you stated in substance, that but for an accident and the treacherous conduct of an individual, Lawrence would have been commenced on this side of the river, and that the upper part of the land on this side would now be filled with population.

I know that these remarks were understood by some of the audience to allude to some conduct of mine, and the same persons believe that such was the general impression. This understanding of what you said gives to it the effect of a gross slander upon me. If you did not intend such allusion, you will, as a matter of justice, furnish me the means of correcting the impression that has been made. If it was intended, I take leave to request that at an interview between us, or in some other way, you will acquaint me with the facts upon which you rely to justify such an imputation upon me.

Allow me to add, that I shall not accept from you a reference to another person, as it can be shown that you have that in your own knowledge which is conclusive upon this matter.

Yours, &c.,

N. W. HAZEN.

On Tuesday, September 19, the servant of Mr. Lawrence delivered at my house the following reply:—

Andover, September 16, 1854.

HON. N. W. HAZEN, Andover,

Sir,— Your letter to me of to-day has been received and attentively considered. You say that some remarks I made yesterday at the North Parish, before the county commission-

ers "were understood by some of the audience to allude to some conduct of yours, and the same persons believe that such was the general impression."

You have lived here more than a quarter of a century, are in high social and professional position, holding eminent places in church and State, and well acquainted with every member of that assembly but myself; it was composed of prominent citizens of the county of Essex and of this ancient town. When the detestable charge of treachery was made against "an individual," and this audience at once thought of you (from the account of your informers), I beg in the most solemn manner to ask you how it happened?

Not the slightest particle of the public sentiment of this community has been created by me, and I appeal to you again, why this damnable charge is placed at your door? If unfounded impressions in relation to your "conduct" exist in this community where you are so well known, you have far better means of correcting them than I can furnish.

Would it not be well for you to publish a detailed account of all your transactions for and with the projectors of the improvements on the Merrimac near here from the time you were first employed by them, including your legal contests with their successors, to the present moment?

With due regard,

SAMUEL LAWRENCE.

This was immediately answered by the following:—

Andover, *September 19, 1854.*

S. LAWRENCE, Esq.,

Dear Sir,— In reply to your letter dated the 16th and delivered to me by your servant to-day, (the 19th,) I have to say that I am surprised by its contents.

You cannot but know the charge of treachery against me, fabricated and put in circulation some years since by some of "the projectors," if not by yourself, and that I then showed its falsehood to the public in such a manner that no attempt, that I have heard of, was made to sustain the accusation. When, however, you reiterate the same charge against somebody — not intimating any other person, those who hear you, who know what had formerly taken place, and *who also knew you*, may well think that *you* might intend the same individual. It is proper in such case that he should ask you whether or not he was intended, and if so, what are the facts relied on to justify the imputation. I take leave, therefore, to repeat my inquiries, and hope that you will not again show yourself afraid to answer them. I desire, that if you did allude to me in the remarks referred to, you will acquaint me with the facts that you rely on to justify the allusion.

I add that I can satisfy any gentleman, in reply to any charges and specifications that can be brought against me, that my whole conduct towards "the projectors" and towards the Essex Company has been fair and honorable.

With esteem,

Your ob't servant,

N. W. HAZEN.

No reply to this letter having been received, at its date I addressed another letter to Mr. Lawrence, of which, and his reply, the following are copies:—

Andover, October 16, 1854.

S. LAWRENCE, Esq.,

Sir,—I infer that you do not intend to reply to my note of the 19th ult. I write you again because I think more is due to me than a simple exoneration by the silence of my

accuser when called, not to prove, but merely to state the facts on which he founded his charge.

As I intimated in my first letter, you have that in your knowledge, unless you have forgotten it, and you are perhaps indifferent whether or not you remember any thing correctly upon the subject, which shows conclusively that from the fabrication of the charge nine years since, when I refuted it, to the present time when you have revived it, that it had no foundation in fact. I conclude, therefore, that when you reiterated it before the commissioners last month, you knew it was not true, and that you spoke as you did to do me injury.

That I may not trouble you to write in order to an understanding between us, I will take your silence as an admission of the justice of this judgment. In this case you will assent to the propriety of my making those who composed your audience on the occasion referred to, and perhaps others, acquainted with this correspondence and its result. All I seek is security against further assaults.

N. W. HAZEN.

Boston, October 19, 1854.

Hon. N. W. HAZEN, Andover,

Sir,— Your letter of the 16th was duly received; in it you propose to take my silence as admission of certain conclusions. I understand, I think, the design of such an invitation to silenee, and I write to say, that you have no right to make such an inference, and to repel the conclusion or judgment you propose to make. I have not the faintest idea of what you mean by these words, "you have that in your own knowledge," etc.

With due regard,

SAMUEL LAWRENCE.

Andover, October 19, 1854

SAMUEL LAWRENCE, Esq.,

Sir,— I regret that I do not find in your letter dated this day any statement of facts which in my letters to you of the 16th and 19th ult. I so urgently requested, and of which I ventured in my letter of the 16th inst. to intimate to you some of the consequences of withholding. Allow me to renew these requests. Please consider that something is due to the audience before whom the charge was made. Did you intend to make the gentlemen who composed it mediums for giving fresh currency to a base and refuted slander? Had they not a right to suppose that you had some facts to justify you in what you said? But why should I make these appeals? Is it possible that you, professing to be a Christian gentleman, have brought “a damnable” and “detestable charge” against a very humble person, and after that, first with insolence, and then by silence, *you* refuse his requests for the facts, thus denying him, as far as is in your power, all means of defence? And this too when he has meekly assured you that in reply to any charges and specifications against him, he can satisfy any gentleman that his whole conduct in the matters in question has been fair and honorable. I have never before been able to trace this charge to the lips of one of “the projectors,” among whom it was certainly fabricated. I wish now to know your authority for it, and to be informed of all the particulars connected with it. Pray, give me the facts; all the facts.

N. W. HAZEN.

No confidence is violated in laying these letters before you. Some months since such a purpose was intimated to Mr. Lawrence as a necessary measure of protection and defence on my part: he has manifested

no objection or reluctance to their publication. Yet to this day he has furnished me with no statement of facts, or made any retraction, or sought or made any explanation.

No act of my life has been more painful than the exhibition of these letters. They present me expressly waiving all claim to indemnity for the past, asking only security for the future, for that reputation which far more than the attainment of riches it has been the object of my life to deserve; a suppliant not for proof, but for facts; not for justice, but for safety; and even in that humble attitude, repelled with derision and contumely by one speaking in the name of, and sustained by, the most powerful corporation in the commonwealth. What defences have I against such enmity? How can I expect to survive its endurance when with unabated fierceness it has lasted ten years already? I seek no controversy with Mr. Lawrence. I do not consider that there is any thing personal between us. He appears only as the representative of the Essex Company. I propose to deal with him in no other character. I am pained that the production of these letters gives to this publication a direction that may in any manner affect any personal relations. But where the object which I seek is merely safety from future assaults, and that is denied me, and the assaults continued, pursuing this object honorably, I am not to regard the consequences which its pursuit may devolve upon the authors of its necessity.

You have now before you the letters of Mr. Lawrence; I need not characterize the temper which they exhibit. I am sure that very few of you, from any thing that has ever passed in your own breasts, can conceive of the intensity of hatred which they manifest. He alludes even to my social position, at the same moment when he confesses he had made a charge against me, which, if true, rendered me unworthy of any place among respectable men. In his view my guilt of a "damnable and detestable charge" lies so publicly at my door, that no allusion can be made to it but every one understands it: he intimates no doubt of the truth and justice of the imputation. Indeed, he had asserted them both. Yet this person so notoriously guilty and so notoriously charged you have exalted to "eminent places in church and State." When I request to be informed what are the facts on which he grounded a charge that for nine years had abused the credulity of some among you, he replies to me, as if I had asked him for a certificate of good moral character to be produced to you. Was this intended as an adroit evasion of the demand for the facts, or was it intended to insult you for promoting a person who had conducted so dishonorably? Hereafter perhaps Mr. Lawrence will inform you, who are the persons that you should raise to "eminent places." If we have before this time groped in the dark, now that this luminary has come among us, we must beware lest we wander in the light.

The letter of September 16 was no sudden ebullition; three days passed between the occasion of writing it and its delivery. He says it "was attentively considered." He has himself exhibited a copy of it; he has called special attention to the sneer with which it closes. He desired to leave some undefined impression on the minds of some, who he knew would communicate it to others, that I had done or omitted something incapable of justification or defence. But there is no such thing. In April, 1845, I was paid for my services in buying land, without one word of objection to the manner in which those services had been performed, or any intimation that any further or future services were expected of me. I was certainly free to be employed, as I soon was, against this concern. If he means to pretend that it had any claim on me when I engaged against it, he is certainly guilty of a false pretence, made not to rob me of any specific property, but to strip me of all claim to public respect; of all that makes wealth valuable, and to cover me with the shame that would give to poverty an additional sting.

It is not unworthy of notice, that a present director of the Boston and Maine Railroad has committed to memory this letter of Mr. Lawrence, and recites parts of it when he can find a fitting audience. Perhaps he has enlivened some dull discussion of my affairs before his board by its recital. I have never heard that his studious industry has added to his mental stores the craven letter of October 19, 1854. I fear that mine

have wholly escaped his attention. Now that they are in print, allow me to ask this director, Had I not a right to these facts? But what shall we say of the honesty or the capacity of the man, who can select from this correspondence that letter and try to use it to my dishonor? What shall we say of him when with this temper he assumes the trust of doing justice between the railroad company, and the person to whom the taunts and insults of that infamous letter were addressed?

As to my suits against the Essex Company, you have already learned that when I was threatened that its power should be used to my injury, I attempted to assert my right and power to restrain such an abuse. I did commence an action with that view, which was decided, with some hesitation, I think, in favor of my adversaries. As I am invited to it, I will state that the suit now pending between me and the same concern is to recover from them damages for flowing the Barnard mill and land. They admit these damages amount to \$4,000, and also that the only defence to their payment is that the claim is outlawed. This is an entirely honorable defence against an unjust claim. But it is made by no honest man against a claim which he knows is justly due. In the present case the same paper executed by myself and the corporation, admits that the claim is due, if it is not barred by the lapse of time. It is agreed this is the only defence. There is no denial of the justice of the claim. I know enough of

your views on this subject to render any comment unnecessary. Who now should suffer from the sneer of Mr. Lawrence? More than a year ago, he had my pledge that so far as he will dare to make charges and specifications, so far the conduct, which he has arraigned in general terms, shall be shown to be fair and honorable. Will Mr. Lawrence submit the conduct of the Essex Company and its projectors towards me to the same test? If he will, let him begin with a justification of his letter dated September 16, 1854.

That he spoke the words,—whom and what they meant are admitted: that a civil request, made without passion or threat, but accompanied even with a friendly caution, that he knew all about the matter, was made to him, for the facts;—that he replied with insolent taunt,—with malicious insinuations, but without a single fact;—once more, with no attempt at retort, without the show of perhaps even proper resentment, he was asked for the facts, and desired not again to show himself afraid to answer; but he was afraid and was silent;—all this, and more, appears from the letters.

He says of me, that “I am well acquainted with every member of the assembly” that he addressed “except himself.” He disclaims my acquaintance. I remember indeed but two brief interviews with him, both wholly in reference to the Shawsheen House estate. I was never in his society at any other time. I never had any other business with him. There has been no

other intercourse between us. Whence, then, his hostility? Where did he acquire it? Where but in the councils of the Essex Company? Where but there did he learn to gloat with satanic glee in view of "the damnable charge" which the falsehood of himself and of his associates in that concern had "placed at my door." Mr. Lawrence would hardly wish you to believe that such a flame, kindled in his bosom nine years ago, had continued to burn so fiercely, without fresh incitements and some gratification. Kindled, too, not by any collision between us personally, but only with him as a projector and member of the Essex Company. It was not him that I offended, but it was this corporation. His letter discloses its counsels, not his own; its acts and purposes,—not his own. It was not treachery to him but to this corporation that was retaliated in the location of the city. When he refuses to give me the facts, on which this decision was founded, he keeps the secrets of the corporation; with this it is that all my relations on this subject exist; he is only its impersonation. It was as its exponent that he uttered before "an assembly composed of the prominent citizens of the county of Essex and of this ancient town," a charge of treachery against a person with whom he had no acquaintance, with whom he had no quarrel. It was in this character that he insulted the virtue and intelligence of that audience by an accusation against one known to all of them, "in high social and professional position among them," which in his

own personal knowledge he knew was not true. It was the cause of the corporation, and not his own, that he was serving, when he labored to revive a suspicion which truth, and the lapse of nine years had not in every quarter totally extinguished.

I have deferred this publication in the hope that it might in some way be finally avoided. But recent proofs of the present hostility of the persons conducting the affairs of the Essex Company force upon me the conviction that upon their part it is an unappeasable warfare. The duty of self-defence is imposed upon me. I ought to delay my defence no longer. At the term of the supreme judicial court held this month in this county, the case involving the claim for damages already mentioned was argued. Mr. C. G. Loring, a lawyer who has been long in an extensive practice in Boston, appeared for the first time as counsel for the corporation. In the course of the discussion, it was stated that some concessions had been made in a former case between the parties for the purpose of presenting a single point of law to the court. Mr. Loring promptly repelled the statement as incredible. "For," said he, "there probably never was a case where the parties were less disposed to show any favor to each other." In other words, he had seen in this case the existence of an extremity of enmity which he had never known exceeded. He certainly made no such discoveries from me, for I have never spoken with him. No doubt he represented truly the state of his own

clients' tempers and dispositions. I dare not condemn the power of such a corporation actuated by such a temper. Besides this, enough took place during this argument to show that it is time that I rescued my reputation out of such handling, and placed it where truth and public opinion will defend it. These servants and dependants of the Essex Company make a boast of their emmity. It is proclaimed in court. Mr. Storrow listened with manifest delight to the base and groundless insinuations of counsel acting under his instructions. Mr. Lawrence discloses it in his argument for the "air-line road," and at the same time announces how nine years ago they took some revenge,—but not enough; they seek for more. They had a right to locate Lawrence where they pleased, so far as I am concerned. But when they boast that it was located where it is, rather than in another place, from revenge, that it was placed where it is to retaliate for treachery, they are bound to the public, to you, and to me, to show that the treachery was committed. Is it not strange that this vast corporation, to whose fidelity and prudence millions have been intrusted, and whose conduct constantly affects for good or for evil the people of a whole city, should be under the control of men, who not only are governed by such purposes, motives, and ends, but who publicly and impudently avow them?

It is probable that I discover but a small part of the attempts made to injure me by persons having so much power and so much desire to effect this purpose. Some

things, however, come to my knowledge. For instance, I was credibly informed during the pendency of the petition of the Boston and Maine Railroad before the last legislature for leave to amend and refile their location, that Mr. Storrow stated in Boston that the possession of the land that led to the controversy was unfairly obtained. Had he forgotten the facts contained in the statement made in 1845, or did he remember that statement too well? Mr. Storrow certainly does not mean to be detected in any gross impropriety. He would not have written the letter of Mr. Lawrence, dated September 16, 1854. He does not belong to either of those two classes of persons, who, the proverb says, "always tell the truth." Without doubt this true development of the actual state of feeling and the declaration of Mr. Loring were both blunders. But it is in the nature of things, and it is a great conservative security against fraud or violence, that no conspiracy can endure long, or extend wide, without reaching to some occasion, or embracing some person whose weakness, possibly whose honesty, will disclose its existence and give warning of its danger.

In entering upon affairs connected with the Boston and Maine Railroad, it is proper to premise, that those only which relate to its complicity with the Essex Company will be mentioned.

The location of the new route through Lawrence was filed March 4, 1847. An indenture dated January 5, 1848, between these corporations, recorded in the

registry of deeds, shows that this route was fixed upon by an agreement between them, and that the Essex Company, in consideration that it was adopted, released their claim for damages, amounting to many thousand dollars. The track, thus agreed upon, passes nearly through the centre of the Shawsheen House estate ; and bounded as this land is, on two sides by lands of the Essex Company, it was quite obvious that these corporations might so exercise their powers as greatly to depreciate the value of the property.

The same instrument further provides, that the location of the road shall not be changed, or in any manner altered. This secures both the permanence of the easement, as it had been placed upon the land, and forbids the road to lessen its extent by abandoning any portion of its five rods in width. The agreement in reference to its location was of course made previous to its filing in March, 1847. There are several stipulations relative to crossings in the indenture, of perhaps doubtful construction to those unacquainted with the intentions and real meaning of the parties. It is sufficient for this purpose to state that their general design seems to be to reserve to the Essex Company a control over this subject. After the location had been filed, the railroad corporation at the July term, 1847, petitioned the county commissioners for leave to pass at grade all, I think, of the existing crossings except that at Lowell street and that near the depot on the south side of the river. These were, of course, to be

passed by bridges raised above the track, as they have since been made.

This petition was continued from term to term until July, 1848; at this time the indenture above mentioned had been written out in full, and at this July term Mr. Duncan, at present a director in the road, as its attorney, moved for leave to amend the petition "by striking out that part which asks to cross on a level with said way 'the road leading from the Shaw-sheen House in Lawrence to North Andover,' so as to leave said corporation in respect to said way subject to the provisions of the act of 1846, ch. 271."

The effect of this amendment, if allowed, would be to compel the railroad to build an embankment to support a bridge, so as to permit the passage of cars under it; it was said the requisite height would be about seventeen feet. In such case, an embankment would be raised nearly the whole extent of my land, of which it has already been stated, that this street forms the northerly boundary. The whole range of lots situate on it would be rendered quite unavailable for building purposes, except at large expense. The same obstruction would materially impair the value of the whole parcel by rendering it less accessible,—nearly closing its avenues on one side. It would of course injure equally the range of house lots on the opposite side of the street, owned by the Essex Company. But the loss of twenty acres of land could be well spared by them out of their abundance, and might be deemed

well disposed of, if by their loss they were rid of as much more otherwise held in competition with them. Possibly they might not be unwilling to destroy the land of a man whose character they had been for years assailing on account of these very premises. However this may be, it is certain that Mr. Storrow knew of this design of the railroad company, and seems to have concurred in it.

Mr. Boynton had built a two-story house on a lot leased to him on the east side of the railroad track. In the spring his cellar filled with water, and it was desired to provide a drain which could be obtained by running it across the street, and about one hundred and fifty feet into land of the Essex Company. This drain would cross the street, and enter the land at about the highest point of the proposed embankment. Verbal application was made to Mr. Storrow for leave to do this, with the offer of any reasonable compensation, and security that the drain should be filled or removed on request.

The following note was received in reply:—

Lawrence, May 31, 1848.

N. W. HAZEN, Esq.,

SIR,—I have looked at the ground near the intersection of the Boston and Maine Railroad with the highway running between Valpey's and the Shawsheen House, and should prefer not to authorize any drain or incumbrance upon the land of the Essex Company. As I understand that the railroad company will probably build a bridge over the highway

at that place, your tenant would, I presume, prefer, in any case, to raise his building.

Your obedient servant,
CHAS. S. STORROW,
Treasurer of the Essex Company.

It thus appears that, while the railroad corporation had at first, and before the execution of its indenture with the Essex Company proposed to pass this street at grade, without expense, they afterwards changed their purpose ; that Mr. Storror possessing some control in the matter of railroad crossings, knew this purpose before they attempted its execution ; that it would subject his own corporation to heavy damages, for which it had no redress and no compensation, unless these were to be found in the injury inflicted upon the estate on the opposite side of the street. So far as appears, he made no objection to the measure ; yet it will be observed that although its effect would be to raise an embankment from fifteen to seventeen feet high in that very place, the treasurer of this great corporation, by his official signature, refused leave for a small drain to be placed, even under this incumbrance, and extending scarcely beyond its shadow. The railroad company might, without objection, raise a mound seventeen feet high, but the treasurer says, he "should prefer not to authorize any incumbrance upon the land of the Essex Company." He certainly made no objection before the commissioners. But the proposed "incumbrance" was resisted by the selectmen

of Lawrence as an unnecessary obstruction to the public travel, and not required for its security. Mr. Duncan stated no reasons for the change in the views of his road, but insisted on their right to make it. The court refused to grant the leave to amend, and the street remains at grade. I know that it was not the Essex Company that moved the selectmen of Lawrence to any action in the matter.

The cost of the bridge and embankment at this place, computed by an experienced person, has been estimated at \$6,524.20. Add to this the damage done to land and buildings then erected on this street, and the aggregate could not be less than \$20,000. It is not easy to discover any equivalent to be gained by this expenditure. It certainly had its design.

It was entirely right for Mr. Storrow to refuse leave for putting in the drain. He was responsible to nobody for his refusal. It was a proper exercise of his rights of ownership. But he was bound not to attempt to impose upon any one the belief, that it was owing to a general objection to any incumbrance, when he knew that an incumbrance ten thousand times as great was to be put there without any such objection on his part.

It is quite safe to say, that as far as the public interests are concerned, or any just interests of either of these corporations, no reasons can be given for a bridge in this place, that are not equally applicable to any other of the several crossings at grade on the same plain. As the directors of the railroad looked over its

surface, they saw no difference, and classed them all alike in their petition. Yet, for some purpose, under some influence, they afterwards made a distinction where there was and is no difference; and this distinction was known to Mr. Storrow before they attempted to act upon it.

And what do we now see? In 1847, it was against my interest to have the railroad put across my land. It subjected this property ruinously to the control of these two corporations. This incumbrance was then put upon it by the purchase of the Essex Company, and for the same consideration it was agreed that it should never be removed or altered. But in 1855, its removal may prejudice me,—then another route is afforded by this very company,—this agreement is waived, and the track is to be removed; not, indeed, according to law, but against law; not in pursuance of law, but in violation of law; to enable the railroad company to shelter themselves from the immediate consequences of their illegal conduct, by the perpetration of fresh illegalities. All this is done to enable the railroad to violate the obligations of its charter. It is an example of contempt of law and legislation which if imitated by the individuals who compose society, it could not exist in an organized state. This, too, upon no pretence of public necessity, but to prolong a warfare already carried on by them in the manner here related, for ten years.

I have thus laid before you a brief statement of my

share in these transactions, and in part of my present relations to these corporations. I have acted always upon the defensive. I have resisted aggression. I am aware of no wrong or injustice done or attempted by me to either of these corporations, or to the projectors of either of them. Step by step I have been drawn into this, to me, most unhappy conflict. I have seen no way in which I could honorably fly from it. I have done all that I could do in its avoidance. While I have kept myself unconscious of wrong, I have constantly sought peace by all honorable and proper means; more could not reasonably be demanded of me.

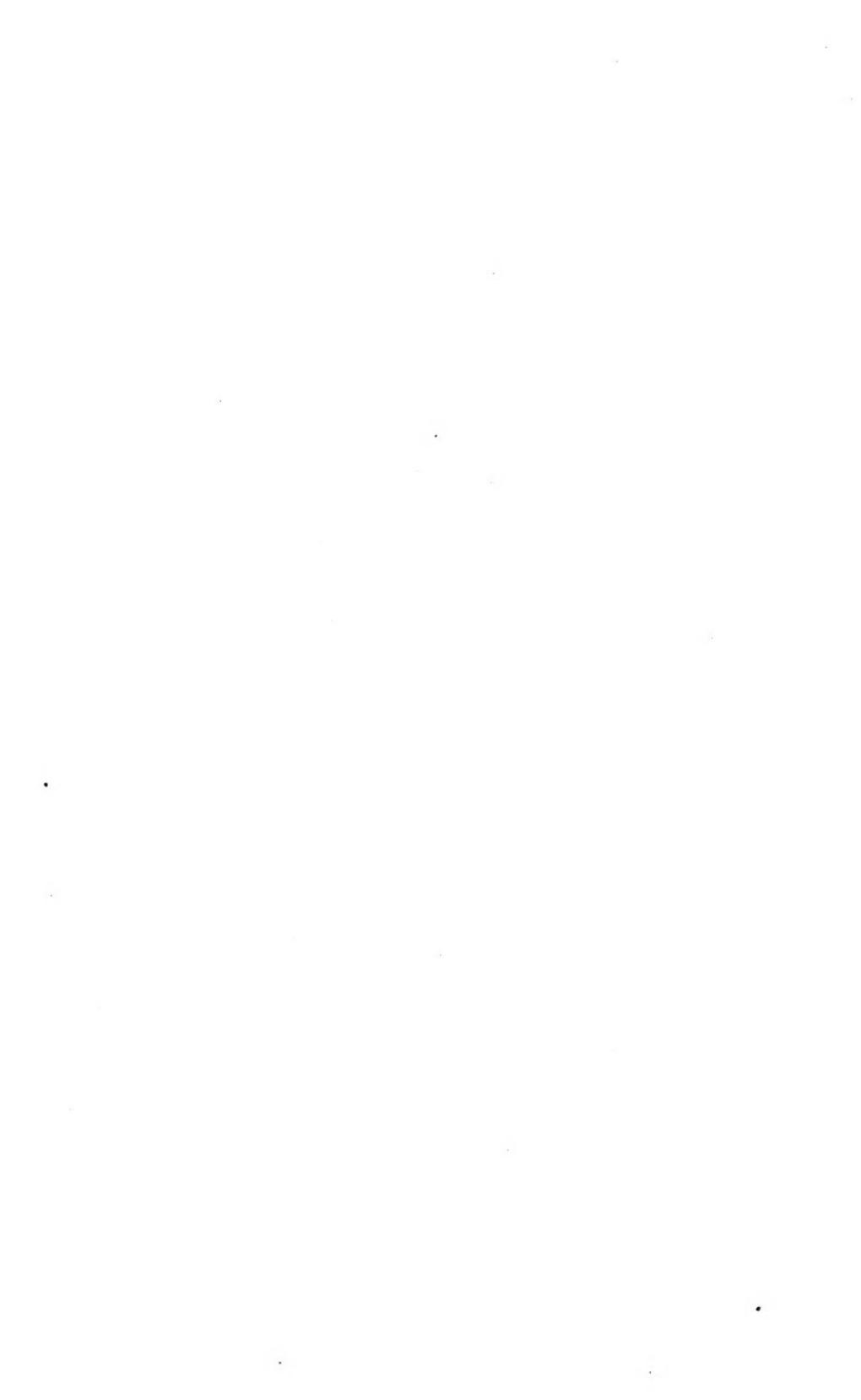
When you consider that this is my defence and explanation, you will excuse its inevitable egotism. The exhibition of my name and affairs in print and in the newspapers is very painful. I have done no injustice to you, or to any among you, to my knowledge. During my life with you, I have scarcely sought my own. There is no man whose condition has been made worse than mine might be made better. I now seek only what is just and honest, and will endeavor to submit to no injustice, while I am assured of the protection of law. I will strive that my case shall not be the first in which it shall be signally proved, that private rights are not equal to corporate, and that such has become the strength of these associations, that there is one rule for them, and another for the people.

Your fellow townsman, and obedient servant,

N. W. HAZEN.

ANDOVER, November 27, 1855.

- 10
- 11





LIBRARY OF CONGRESS



0 014 079 199 4